

JUDGE SEIBEL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

11 CV

ORIGINAL  
0482

INTERNET TELECOMMUNICATIONS PLC,

Case No.:

Plaintiff,

-against-

COMPLAINT

VOX COMMUNICATIONS CORP.,

Defendant.

FILED  
U.S. DISTRICT COURT  
2011 JAN 24 PM 1:09  
S.D. OF N.Y.

-----X  
Plaintiff, Internet Telecommunications PLC, by its attorneys, SilvermanAcampora LLP,  
complaining of defendant Vox Communications Corp., alleges as follows:

1. Internet Telecommunications PLC ("ITP") is a public limited company organized and existing under the laws of the United Kingdom, and, at all relevant times mentioned herein, maintained a registered office at 46 Clerkenwell Close, London, England.

2. ITP is currently in bankruptcy in London.

3. On April 17, 2008, the High Court of Justice, Chancery Division Companies Court appointed Andrew James Pear and Ian Malcolm Donald Graham Cadlock of Tenon Recovery to be the Administrators of ITP pursuant to the insolvency laws of England.

4. Upon information and belief, and at all relevant times herein, defendant Vox Communications Corp. ("Vox") was and still is a Delaware Corporation authorized to conduct business in the State of New York with a place of business located at 75 South Broadway, Suite 302, White Plains, New York.

**VENUE AND JURISDICTION**

5. Jurisdiction is proper in this Court based upon diversity of citizenship pursuant to 28 U.S.C. §1332 because ITP is diverse from Vox, and because the amount in controversy exceeds \$75,000, exclusive of costs.

6. Venue is proper in this Court based on 28 U.S.C. §1391 because a substantial portion, if not all, of the events giving rise to the claims for relief alleged herein occurred within

the State of New York.

**FIRST CLAIM FOR RELIEF**  
(incorporating all previous allegations)

7. ITP and Vox entered into a Wholesale Master Services Agreement (the "Contract") dated January 9, 2008, under which ITP would provide telephone minutes at an agreed upon price to Vox. A copy of the Contract is annexed hereto and made a part hereof as **Exhibit 1.**

8. ITP performed all of its obligations arising under the Contract, and provided 4,137,029.57 minutes to Vox at a total agreed upon price of \$414,527.87.

9. Vox made payments to ITP totaling \$190,000, leaving a balance of \$224,527.87 due and owing.

10. Vox failed to pay ITP as agreed under the Contract.

11. Based upon the failure of Vox to pay the invoices in a timely manner, Vox has breached the agreement.

12. Vox currently owes the unpaid balance of \$224,527.87 together with prejudgment interest.

13. As a result of all of the foregoing, ITP has suffered damages in the amount of \$224,527.87 together with prejudgment interest.

**SECOND CLAIM FOR RELIEF**  
(incorporating all previous allegations)

14. As a result of the aforementioned services provided by ITP at the special instance and request of Vox, Vox has gained substantial benefit and has been unjustly enriched.

15. Vox, in equity and good conscience, should not be allowed to retain the substantial benefit it received as a result of ITP's services.

16. As a result of all of the foregoing, ITP has suffered damages in the amount of \$224,527.87 together with prejudgment interest.

**THIRD CLAIM FOR RELIEF**

(incorporating all previous allegations)

16. ITP presented invoices to Vox of which \$224,527.87 remains unpaid.

17. Vox never objected to or disputed the amounts of the invoices or the statements.

Pursuant to the terms of the contract, Vox agreed to pay the full amount of the invoices as detailed on the statement.

18. The invoices constitute accounts stated.

19. Vox failed to make any payments due ITP pursuant to the accounts stated.

17. As a result of all of the foregoing, ITP has suffered damages in the amount of \$224,527.87 together with prejudgment interest.

**WHEREFORE**, ITP demands judgment be entered as follows:

(a) on the first claim for relief against Vox in the amount of \$224,527.87, together with prejudgment interest thereupon;

(b) on the second claim for relief against Vox in the amount of \$224,527.87, together with prejudgment interest thereupon;

(c) on the third claim for relief against Vox in the amount of \$224,527.87, together with prejudgment interest thereupon;

(d) costs and disbursements of this action; and

(e) for such other and further relief as the Court deems just and proper.

Dated: Jericho, New York  
January 20, 2011

**SILVERMANACAMPORA LLP**  
Attorneys for plaintiff Internet  
Telecommunications PLC

By: 

Robert J. Ansell  
A Member of the Firm  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
(516) 479-6300

FROM : GKS

FAX NO. : 3054418000

Nov. 25 1998 02:08AM P1

**Internet Telecommunications plc****Internet Telecommunications plc****WHOLESALE MASTER SERVICES AGREEMENT**

Between

(The 'Customer') and INTERNET Telecommunications Plc, (together, the "Parties"). The parties agree that the terms and conditions contained herein shall apply to each relevant Service Order(s) issued and accepted in accordance with this Agreement, and to provision of the Service (as defined below) to the Customer.

**Parties**

**Customer: VOX Communications Corp.**

**Internet Telecommunications Plc ("INTERNET")**

**("Customer")**

**Address:**  
75 South Broadway  
Suite 302  
White Plains, NY 10601

**Office Address:**  
46 Clerkenwell Close  
London  
EC1R 0AT

**Registered No: Not Applicable**

**Registered No: 3950920**

**Address for Notices:**

**Address for Notices:**

**As above**

**As above**

Wholesale Agreement

Initial

*[Signature]* ①  
1/9/02  
*[Signature]* 1/9/02

FROM : GKS

FAX NO. : 3054418000

Nov. 25 1998 02:00AM P2

**Terms and Conditions****1. Definitions**

1.1 In this Agreement the following terms and phrases shall have the following meanings:

"Acceptance Date" shall mean the date on which the Customer accepts or is deemed to accept the Service in accordance with Clause 3.

"Acceptance Tests" shall mean the tests to be carried out by INTERNET pursuant to Clauses 3.1 and 3.4.

"Act" shall mean the Telecommunications Act 1984.

"Agreement" shall mean this Wholesale Master Services Agreement together with any Service Orders and annexes hereto.

"Business Day" shall mean every day excluding Saturdays, Sundays and public holidays in England.

"Business Hours" shall mean the hours between 0900 to 1730 every business day.

"Charges" shall mean the charges payable by the Customer to INTERNET for the Service as set out in the relevant Service Order and revised from time to time in accordance with Clause 4.2.

"Confidential Information" shall mean all information (in whatever format) designated as such by either Party together with all such other information which relates to the business, affairs, Customers, products, developments, trade secrets, know-how and personnel of either Party and which may reasonably be regarded as the confidential information of the disclosing Party.

"Customer Equipment" shall mean equipment, systems, cabling and facilities provided by the Customer and used in conjunction with the Service Equipment in order to obtain the Service.

"Emergency Works" shall have the same meaning as is given to emergency works in the Telecommunications Code.

"Fault" shall mean a material defect, fault or impairment in a Service, which causes an interruption in the provision of that service.

"Force Majeure Event" shall mean any cause beyond a Party's reasonable contro. affecting the performance of its obligations hereunder including but not limited to fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials, industrial disputes and acts or omissions of other providers of telecommunications services.

"Network" shall mean the telecommunications system(s) that INTERNET has the right to run under the Act.

"Ready for Service Notification" means a notification supplied in accordance with Clause 3.1 or 3.4 by INTERNET to the Customer on successful completion of the Acceptance Tests.

"Service" shall mean the specific switched telecommunications service supplied by INTERNET to the Customer as described in the relevant Service Order.

"Standard" determines the standard billing period as per second rounded up to nearest second.

"Service Order" shall mean a request for Service delivered by the Customer to INTERNET and accepted by INTERNET in accordance with Clause 2.2.

"Service Term" shall mean in relation to any particular Service (unless otherwise stated in the relevant Service Order) one year from the Acceptance Date.

"Telecommunications Apparatus" shall have the same meaning as is given to that expression in the Telecommunications Code.

"Telecommunications Code" shall mean the Code set out at schedule 2 of the Act.

"INTERNET Affiliate" shall mean any company of which INTERNET is a Subsidiary and any Subsidiary of such company and any subsidiary of INTERNET, the term "Subsidiary" having the meaning ascribed thereto in Sections 736 and 736A of the Companies Act 1985.

1.2 References in this Agreement to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted.

**2. Service**

2.1 The Customer may from time to time deliver to INTERNET Service Orders. Each Service Order placed by the Customer shall be subject to and upon the terms and conditions contained in this Agreement and each placement of a Service Order shall be deemed acceptance by the Customer of the terms and conditions contained in this Agreement. Any Service Orders shall be in the form specified from time to time by INTERNET and notified to the Customer.

2.2 Each Service Order shall be binding on both Parties only after it is accepted and signed by the Customer and INTERNET. In the event of any inconsistency between a Service Order and this Agreement, the Service Order shall take precedence.

2.3 INTERNET reserves the right to use INTERNET Affiliates or subcontractors to perform some or all of its duties and/or obligations hereunder.

2.4 Subject to the provisions of Clauses 2.5 and 2.6 the Customer may resell the Services to third parties.

2.5 The Customer and INTERNET shall not in its dealings with third parties:

2.5.1 except with prior the prior written consent of the other party to this agreement; refer to the Customer or INTERNET in any marketing or service literature.

2.5.2 purport to act on behalf of or represent itself as acting on behalf of the other party to this Agreement.

2.5.3 seek to resell the Service to other each other's Customers.

1/9/01

FROM : GKS

FAX NO. : 3054418000

Nov. 25 1998 02:09AM P3

## Service (Cont.)

## 2.6 Indemnification:

2.6.1 The Customer hereby indemnifies and shall keep indemnified INTERNET and shall hold INTERNET harmless against any claims or proceedings brought against INTERNET in respect of any use of the Services by the Customer or third parties.

2.6.2 INTERNET hereby indemnifies and shall keep indemnified the Customer and shall hold the Customer harmless against any claims or proceedings brought against the Customer in respect of any use of the Services provided by INTERNET.

2.7 INTERNET will invoice the Customer for their (Clients & end users) usage of the INTERNET Service. The Customer will be invoiced for all switched minutes including Ingress and egress usage. The billing increment charges for both Ingress and Egress will be as standard. All such charges shall be deducted in conjunction with deposits held and invoiced at the end of the month. 0800 access from public telephones will incur a (PAL) Payphone Access Levy charge, as will GIs Ingress differ from UK national, GIs may incur higher charges for both mobile & PAL (see relevant country tables).

## 3. Acceptance Tests

3.1 Prior to the provision of the Service, INTERNET shall conduct such Acceptance Tests, as it considers appropriate in order to determine provision of the Service and upon successful completion of such Acceptance Tests shall deliver to the Customer a Ready for Service Notification.

3.2 The Customer shall, within seven (7) days of delivery to it, of a Ready for Service Notification in accordance with Clauses 3.1 and 3.4, notify INTERNET of any Fault.

3.3 In the event that the Customer fails to notify INTERNET of any Fault with the Service in accordance with Clause 3.2 it shall be deemed to have accepted the Service on the Acceptance date, being the date of delivery to it of the Ready for Service Notification.

3.4 In the event that the Customer notifies INTERNET of a Fault in accordance with Clause 3.2, INTERNET shall use all reasonable endeavours to rectify the Fault and upon such rectification shall conduct Acceptance Tests and deliver to the Customer a further Ready for Service Notification in relation to that Service in accordance with this Clause 3, and the provision of clause 3.3 and this clause 3.4 shall apply to that further ready for service notification.

## 4. Payment

4.1 Service will be made available on a secured credit basis, and will be suspended immediately upon the usage exceeds the security deposit. Client forecasts will be mandatory, without which INTERNET may implement limits to client capacity.

4.2 The Customer shall be liable for the cost of call termination in accordance with its notified charges and recorded in its CDR's which shall accrue from the acceptance date at the Standard rates in Appendix 1, or in any modifications thereof. INTERNET may invoice the Customer for charges at any time during the month. Ordinarily, invoices will be raised at the beginning of each new month or period for the previous 30 days or period, subject to standard INTERNET payment terms & conditions.

4.3 The Customer shall have access to the Service upon a security deposit of \$50,000.00 for the requisite period of invoicing, providing all contractual conditions are met.

4.4 INTERNET reserves the right to request a company guarantee covering all charges and disbursements that are incurred including by associate or subsidiary companies.

4.5 All tariffs issued are exclusive of VAT (where applicable).

4.6 INTERNET may terminate the Service should the Customer's account with INTERNET fall below the then Minimum Credit Threshold of timely payment of the current invoice and/or not maintaining adequate security deposits for the service being provided.

4.7 The Customer shall submit to INTERNET in advance on quarterly basis, accurate volume forecasts of traffic. Failure to provide accurate forecasts shall entitle INTERNET to limit the capacity available for Service.

4.8 INTERNET shall have no liability for any misuse by the Customer whether fraudulent, negligent or otherwise of the Service, and accordingly the Customer shall be liable to pay the charges for all usage of the Service. INTERNET will take all reasonable care in ensuring that our service is not misused, accordingly all appropriate steps should be taken to prevent same.

4.9 The Customer shall pay the charges either a) in advance based upon a pay as you go basis maintaining the account in sufficient credit to sustain continuous service, or b) on acceptance of an invoice in accordance with terms and conditions and subject to full cover by a security deposit. There shall be a reconciliation of usage via an invoice issued effective to the end of each calendar month.

4.10 INTERNET may request from the Customer a cash deposit in a form to be approved by INTERNET and issued by a bank acceptable to it in an amount not exceeding the total charges which INTERNET might reasonably expect the Customer to incur during the Service Term which will be for one week or unless extended by mutual agreement of the parties.

4.11 [Intentionally left blank]

4.12 The Customer acknowledges that any failure by it to comply with any request made by INTERNET under clauses 4.8 or 4.9 shall constitute a material breach of this Agreement.

4.13 In the event that the Customer fails to make payment in accordance with Clause 4 of invoices delivered to it under Clause 4, INTERNET shall be allowed to:

4.13.1 Where applicable in respect of any Service forthwith to increase the charges to the prevailing INTERNET standard rate for such Service;

4.13.2 To set off any sums owing to it against any cash deposit provided to INTERNET in accordance with this Clause 4.

4.13.3 To terminate this Agreement in accordance with Clause 10.2.

## 5. Service Maintenance

Wholesale Agreement:

Initial  
1/9/00 1/9/00 ③



FROM : GKS

FAX NO. : 3054418000

Nov. 25 1998 02:10AM P4

Except in the case of Emergency Works, INTERNET shall give no less than twenty-four (24) hours prior notification to the Customer of all Scheduled Service Maintenance, alterations or suspensions which shall affect the Customer. Wherever possible INTERNET shall endeavour to perform these activities outside Business Hours and in such a way as to minimise any interruption in the provision of Services.

#### 6. Fault Resolution

- 6.1 INTERNET shall use all reasonable endeavours to correct any Fault of which it is notified as quickly as possible.
- 6.2 For the purposes of this Clause 6, a Fault shall be deemed to have commenced upon the notification of the Fault to INTERNET.
- 6.3 The Customer may terminate a Service by written notice to INTERNET, such notice to take effect upon the expiry of one Business Day, in the event of the occurrence in relation to any Service provided thereunder:
- 6.3.1 of a single Fault affecting that Service for a continuous period of twenty four (24) hours.
- 6.3.2 during any continuous twelve (12) month period, of Faults which, taken cumulatively, affect that Service for a period exceeding forty-eight (48) hours.
- 6.4 For the purpose of this Clause 6, a Fault shall be deemed not to have occurred where such Fault is caused by the act or omission of the Customer, Force Majeure Events, Service suspensions for Emergency Works, pursuant to Clause 7 or the failure or malfunction of Customer Equipment.
- 6.5 INTERNET commit with all reasonable endeavours to ensure their equipment is functional at all times, however the responsibility of fault reporting lies with the Customer.
- 6.6 The Customer shall pay all reasonable costs incurred by INTERNET in remedying any Fault which is attributable to (i) the negligence, wilful act, omission, breach, or fault of the Customer or its agents, or (ii) the failure or malfunction of Customer Equipment.

#### 7. Service Suspension

- 7.1 INTERNET may, in its sole discretion and without prejudice to any right it may have to terminate the Agreement, elect to suspend forthwith provision of the Service until further notice in the event that
- (i) The Customer is in breach of this Agreement; or
- (ii) INTERNET is obliged to comply with an order, instruction or request of Government, an Emergency Service Organisation (Police Force, Fire Brigade, Ambulance Service) or other competent administrative authority which affects its ability to provide the Service; or
- (iii) INTERNET needs to carry out Emergency Works to the Network or Service Equipment.
- 7.2 In the event that INTERNET exercises its right to suspend the Service pursuant to Clause 7.1 it shall, whenever reasonably practical, give prior notice to the Customer, which shall state the grounds of such suspension together with an estimate of the anticipated duration of such suspension. INTERNET shall use all reasonable endeavours to resume provision of the Service as soon as practicable.
- 7.3 In the event that the Service is suspended as a consequence of the breach, fault, act or omission of the Customer, the Customer shall pay to INTERNET all reasonable costs and expenses incurred by the implementation of such suspension and/or re-commencement of the provision of the Service and INTERNET may recover any other losses suffered as a result of such breach, fault, act or omission.
- 7.4 INTERNET shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any

suspension pursuant to Clause 7.1 save where the circumstances set out in Clause 7.1 are solely attributable to the negligence of INTERNET.

#### 8. Warranties

- 8.1 In performing its obligation under this Agreement, INTERNET shall at all time exercise the reasonable skill and care of a competent public telecommunications operator.
- 8.2 No warranties are given, or representations or agreements, expressed or implied either by operation of law, statutory or otherwise, except those expressly set forth herein and any such implied warranties are expressly excluded to the fullest permissible by law.

#### 9. Liability

- 9.1 Notwithstanding anything else in this Agreement, each Party's liability to the other in contract, tort (including negligence or breach of statutory duty) or otherwise under or arising in connection with this Agreement shall be limited to the lesser of:
- 9.1.1 one million pounds (£1,000,000); or
- 9.1.2 the value of the charges paid by the Customer to INTERNET in the immediately preceding 12 month period (or from the Acceptance Date in respect of any Service having been provided for a period less than one year).
- 9.2 Notwithstanding anything else in this Agreement, neither Party shall in any event be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for indirect or consequential losses arising or arising in connection with this Agreement including, but not limited to, profits, revenues, loss of anticipated savings or lost profits.
- 9.3 Nothing in this Agreement shall serve to limit either Party's liability in respect of death or personal injury caused by or arising from the negligence of that Party or its employees acting in the course of their employment.

#### 10. Terms and Termination

- 10.1 This Agreement shall be effective from the date first stated or the date the first Service Order or the date that is practicable between the Parties as signed by INTERNET, whichever is earlier and shall continue unless terminated in accordance with Clause 10.
- 10.2 Either Party may terminate a Service:
- 10.2.1 by one months notice to the other, expiring at the end of the relevant Service Term or at any time thereafter.
- 10.2.2 forthwith by notice if, in relation to that Service, the other Party has committed a material breach which

Initial for [Signature] 11/10

FROM : GKS

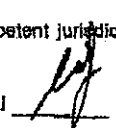
FAX NO. : 3054418000

Nov. 25 1998 02:11AM P5

- is incapable of remedy.
- 10.2.3 forthwith by notice if, in relation to that Service, the other Party has committed a material breach which is capable of remedy (other than as set out in Clause 10.5) but which it fails to remedy within fifteen (15) days of having been notified of such breach;
- 10.2.4 forthwith by notice if, in relation to that Service, a Force Majeure Event continues for a period exceeding three (3) months.
- 10.3 The Customer may terminate a Service upon the occurrence of unresolved Faults in relation thereto as specified in Clause 6.3.
- 10.4 Either Party may terminate this Agreement by notice to the other Party, such notice to take effect forthwith;
- 10.4.1 In the event of a material breach relating to all Services by the other which is incapable of remedy.
- 10.4.2 in the event of a material breach relating to all Services by the other which is capable of remedy (other than as set out in Clause 10.5) but which it fails to remedy within fifteen (15) days of having been notified of such breach;
- 10.4.3 in the event of a Force Majeure Event relating to all Services that continues for a period exceeding three (3) months;
- 10.4.4 where no Services have been supplied under this Agreement for a period exceeding three (3) months;
- 10.4.5 if the other has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a Court of competent jurisdiction makes an order to that effect or if the other Party becomes subject to an administrative order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.
- 10.5 INTERNET will change their rates from time to time, notification will be provided of all increases or decreases to our current rate plan, with two days of advance notice.
- 10.6 Upon termination of this Agreement all Services shall, without prejudice to the parties' accrued rights and obligations with respect thereto, terminate forthwith.
- 10.7 Termination of this Agreement shall not relieve the Customer of its obligation to pay any charges incurred hereunder or the continuance in force of Clauses 4, 8, 9, 10, 11, 18, 23 and 24.
- 11. Customer Obligations**
- 11.1 The Customer warrants and undertakes that it shall not use the Service for any illegal or unlawful purpose and shall indemnify INTERNET in respect of any liability incurred as a result of a breach by the Customer of this Clause;
- 11.2 INTERNET warrants and undertakes that it shall not use the Service for any illegal or unlawful purpose and shall indemnify the Customer in respect of any liability incurred as a result of a breach by the Customer of this Clause;
- 12. Severability**
- If any provision of this Agreement is agreed to be, or is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, that provision shall be deemed excised the remainder of this Agreement shall to the extent possible remain legal, valid, and enforceable.
- 13. Variation**
- This Agreement shall be modified only by the written agreement of both Parties.
- 14. Force Majeure**
- Notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance of any part of this Agreement (other than the payment obligations set out in clause 4) to the extent that such delay or failure is attributable to a Force Majeure Event. Any such delay or failure shall suspend this Agreement until the Force Majeure Event ceases and the Service Term of any Service affected by such Force Majeure Event shall be extended by the length of the suspension.
- 15. No Licence**
- No licence with respect to the Service and Service Equipment, express or implied, is granted by INTERNET pursuant to this Agreement.
- 16. Counterparts**
- This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute the same instrument.
- 17. No Partnership**
- Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.
- 18. Confidentiality**
- 18.1 Subject to Clause 18.2 each Party shall:
- 18.1.1 only use Confidential Information for the purposes of this Agreement; and
- 18.1.2 only disclose Confidential Information to a third party with the prior written consent of the other Party; and
- 18.1.3 ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking in the terms of this clause 18.
- 18.2 The provisions of Clause 18.1 shall not apply to any Confidential Information which:
- 18.2.1 is in or comes into the public domain other than by breach of this Clause 18;
- 18.2.2 is or has been independently generated by the recipient Party;
- 18.2.3 is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.

Wholesale Agreement

5

Am 1/9/08 Initial  (5) 1/9/08



FROM : GKS

FAX NO. : 3054418000

Nov. 25 1998 02:12AM P6

18. **Assignment**  
Neither Party may assign this Agreement without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that INTERNET may assign any and all of its rights and obligations hereunder (i) to any INTERNET Affiliate, (ii) pursuant to any sale or transfer of substantially all the assets of INTERNET, or (iii) pursuant to any financing, merger, or reorganization of INTERNET.
20. **No Waiver**  
Failure by either Party to exercise or enforce any right conferred by this Agreement shall be deemed not to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.
21. **Notice**  
Any notice required or authorized to be delivered by one Party to the other under this Agreement shall be delivered by prepaid registered post or facsimile transmission (immediately confirmed by post) to the address for that Party above and shall be deemed to have been served 48 hours after such posting or such transmission, except that the Customer may give notice to INTERNET by telephone on 0870 122 7292 (or as notified to the Customer from time to time) which notice shall be deemed to be given upon the allocation by INTERNET to the Customer of a Fault report number.
22. **Entire Agreement**  
This Agreement expresses the entire understanding of the Parties in relation to the Service and replaces any and all former agreements, understandings, solicitations, offers, and representations relating to the Services.
23. **Dispute Resolution**  
In the event of a dispute between the parties concerning this Agreement each of the parties shall, in the first instance, bring the dispute at the earliest possible opportunity to the attention of a Director or similar officer of such Party for resolution between them.
24. **Governing Law**  
This Agreement shall be governed by New York State law and the Parties irrevocably agree to the jurisdiction of the New York courts.

IN WITNESS WHEREOF, the parties, intending hereby to be legally bound, by their authorized officers, have executed this Agreement on the date here written.

**Customer****Internet  
Telecommunications, Plc**

Signed:

Paul H. RissGuy K. Stewart

Print:

Paul H. RissGUY K. STEWART, JR.Position:  
(Director/Secretary)CEODIRECTOR

Date:

Jan 9, 2008January 9, 2008

1/9/08  
Initial PS ⑥ 1/9/08

0000000000

FROM : GKS

FAX NO. : 3054418000

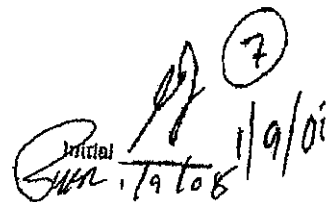
Nov. 25 1998 02:13AM P7

## Appendix 1. The Pricing schedule for first 100,000 minutes:

Zone	Time of Day	US \$ cents
Uk Mobile O2	Peak	7.50
Uk Mobile O2	Off Peak	7.50
Uk Mobile O2	Weekend	7.50
Uk Mobile Orange	Peak	7.50
Uk Mobile Orange	Off Peak	7.50
Uk Mobile Orange	Weekend	7.50
Uk Mobile Other	Anyday	7.50
Uk Mobile T-Mobile	Peak	7.50
Uk Mobile T-Mobile	Off Peak	7.50
Uk Mobile T-Mobile	Weekend	7.50
Uk Mobile Vodafone	Peak	7.50
Uk Mobile Vodafone	Off Peak	7.50
Uk Mobile Vodafone	Weekend	7.50

Wholesale Agreement

7


  
 Initial 1/9/01